| AMENDMENT OF SOLICITATI  | ON/MODIFICATI                | ON OF CONTRAC   | СТ      | 1. Contract I    | D Code I                              | Page 1 Of 9             |
|--|------------------------------|---|---------|------------------|---------------------------------------|-------------------------|
| 2. Amendment/Modification No.  | 3. Effective Date            | 4. Requisition/Purchase                                   | Req     | 1                | 5. Project No. (If                    |                         |
| P00014   | 2003NOV21                    | SEE SCHEDUL   | ĿE      |                  |                                       |                         |
| 6. Issued By   | Code W56HZV                  | 7. Administered By (If o                                  | other t | than Item 6)     |                                       | Code S0513A             |
| TACOM WARREN BLDG 231  |                              | DCMA SANTA ANA  | D. 3.0  |                  |                                       |                         |
| AMSTA-AQ-ADEAF DAVID FORSGREN (586)574-6880  |                              | 34 CIVIC CENTER<br>ROOM 813A                              | PLAZ    | А                |                                       |                         |
| WARREN, MICHIGAN 48397-5000  |                              | SANTA ANA CA  | 927     | 01-4056          |                                       |                         |
| HTTP://CONTRACTING.TACOM.ARMY.MIL<br>EMAIL: FORSGRED@TACOM.ARMY.MIL                      |                              |   |         |                  |                                       |                         |
| 8. Name And Address Of Contractor (No., Stre   | ot City County State and     | SCD   |         |                  | 405ASC ADP PT<br>nt Of Solicitation N | _                       |
|  | et, City, County, State and  | 1 Zip Code)   |         | 9A. Amendmei     | it Of Solicitation N                  | 10.                     |
| BAE SYSTEMS AIRCRAFT CONTROLS INC.<br>1930 S VINEYARD AVE                                |                              |   | L       | 00.0.100         |                                       |                         |
| ONTARIO, CA. 91761-7706  |                              |   |         | 9B. Dated (See   | Item 11)                              |                         |
|  |                              | [7  | х       | 10A. Modificat   | tion Of Contract/O                    | rder No.                |
|  |                              | <u>                                   </u>                |         | DAAE07-01-D-     | 0027                                  |                         |
| TYPE BUSINESS: Large Business Perfo  | rming in U.S.                |   | H       | 10B. Dated (Se   | e Item 13)                            |                         |
| Code 63631 Facility Code   |                              |   |         | 2001SEP21        |                                       |                         |
| 11. T  | HIS ITEM ONLY APPLI          | ES TO AMENDMENTS (  | OF SC   | DLICITATION      | S                                     |                         |
| The above numbered solicitation is amend   | led as set forth in item 14. | The hour and date specif                                  | ied fo  | r receipt of Off | fers                                  |                         |
| is extended, is not extended.  |                              | 11, 10, 11, 11  | ••••    |                  |                                       | 6.11                    |
| Offers must acknowledge receipt of this ame (a) By completing items 8 and 15, and return |                              | and date specified in the so<br>of the amendments: (b) By |         |                  |                                       |                         |
| offer submitted; or (c) By separate letter or  | telegram which includes a    | reference to the solicitation                             | on and  | d amendment n    | umbers. FAILUR                        | E OF YOUR               |
| ACKNOWLEDGMENT TO BE RECEIVED SPECIFIED MAY RESULT IN REJECTION                          |                              |   |         |                  |                                       |                         |
| change may be made by telegram or letter, p  |                              |   |         |                  |                                       |                         |
| opening hour and date specified.  12. Accounting And Appropriation Data (If rec          | mired)                       |   |         |                  |                                       |                         |
| NO CHANGE TO OBLIGATION DATA   | quir cu)                     |   |         |                  |                                       |                         |
| 13. THIS   | ITEM ONLY APPLIES T          | O MODIFICATIONS OF  | F CON   | NTRACTS/ORI      | DERS                                  |                         |
| KIND MOD CODE: G   |                              | act/Order No. As Describe                                 | ed In I |                  |                                       |                         |
| A. This Change Order is Issued Pursual<br>The Contract/Order No. In Item 10.             |                              |   |         | The Ch           | anges Set Forth In                    | ı Item 14 Are Made In   |
| B. The Above Numbered Contract/Ordo<br>Set Forth In Item 14, Pursuant To T               |                              |   | ges (su | ich as changes i | n paying office, ap                   | propriation data, etc.) |
| X C. This Supplemental Agreement Is Ent  | ered Into Pursuant To Au     | thority Of: Mutual Agre                                   | eemen   | t of the Part    | ies                                   |                         |
| D. Other (Specify type of modification a   | nd authority)                |   |         |                  |                                       |                         |
| E. IMPORTANT: Contractor is not,   | X is required to sign        | this document and return                                  | n       | c                | opies to the Issuin                   | g Office.               |
| 14. Description Of Amendment/Modification (  | Organized by UCF section     | headings, including solicit                               | tation  | /contract subje  | ct matter where fe                    | asible.)                |
| SEE SECOND PAGE FOR DESCRIPTION  |                              |   |         |                  |                                       |                         |
|  |                              |   |         |                  |                                       |                         |
|  |                              |   |         |                  |                                       |                         |
|  |                              |   |         |                  |                                       |                         |
|  |                              |   |         |                  |                                       |                         |
| Contract Expiration Date: 2009AUG27  |                              |   |         |                  |                                       |                         |
| Except as provided herein, all terms and condi-<br>and effect.                           | tions of the document refer  | renced in item 9A or 10A,                                 | as he   | retofore change  | ed, remains uncha                     | aged and in full force  |
| 15A. Name And Title Of Signer (Type or print)  | )                            |   |         | Of Contracting   | Officer (Type or p                    | rint)                   |
|  |                              | YVETTE THOMPSOTATED                                       |         | MY.MIL (586)5    | 74-7356                               |                         |
| 15B. Contractor/Offeror  | 15C. Date Signed             |   |         |                  |                                       | 16C. Date Signed        |
|  |                              | Rv  |         | /SIGNED/         |                                       | 2003NOV21               |
| (Signature of person authorized to sign)   | -                            | By(Signat   | ure of  | f Contracting C  | Officer)                              | Z0031404 Z1             |
| ***************************************  |                              | 20.107.00   | -       |                  | ~~                                    | 7.5.00 (7.77.5.00)      |

#### Reference No. of Document Being Continued

PIIN/SIIN DAAE07-01-D-0027

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Name of Offeror or Contractor: BAE SYSTEMS AIRCRAFT CONTROLS INC.

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of modification P00014 to contract DAAE07-01-D-0027 is to change the National Stock Number (NSN) of basic contract CLIN's 0001AA, 0001AD, and 0001AF as follows:

a. Change the NSN for CLIN 0001AA FIRST ARTICLE

from: 4930-01-330-0157 to: 4930-01-495-0024

b. Change the NSN for CLIN 0001AD PRODUCTION QUANTITY

from: 4930-01-330-0157 to: 4930-01-495-0024

c. Change the NSN for CLIN 0001AF FIRST ARTICLE

from: 4930-01-330-0157 to: 4930-01-495-0024

2. As a result of this modification P00014, the total amount of contract DAAE07-01-D-0027 remains unchanged, and all other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A 015 \*\*\*

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PIIN/SIIN DAAE07-01-D-0027

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| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE       | AMOUNT |
|---------|---|----------|------|------------------|--------|
|         | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS   |          |      |                  |        |
|         |   |          |      |                  |        |
| 0001AA  | FIRST ARTICLE   | 4        | EA   | \$_317,853.50000 |        |
|         |   |          |      |                  |        |
|         |   |          |      |                  |        |
|         |   |          |      |                  |        |
|         | NSN: 4930-01-495-0024   |          |      |                  |        |
|         | (NSN Changed by Mod P00014) SECURITY CLASS: Unclassified  |          |      |                  |        |
|         |   |          |      |                  |        |
|         | NOUN: Advanced Aviation Forward Area Refueling  |          |      |                  |        |
|         | System (AAFARS) - First Article Test (FAT) and  |          |      |                  |        |
|         | Logistics Demonstration units   |          |      |                  |        |
|         | PD: ATPD 2294 Revision 1 dated 4 Dec 01   |          |      |                  |        |
|         |   |          |      |                  |        |
|         | QTY: The quantity under this CLIN (4 each) represents four of the minimum 8-year quantity of 6          |          |      |                  |        |
|         | each for this contract and will be ordered at the time of the basic contract award. The remaining two   |          |      |                  |        |
|         | units of the minimun ordering quantity are at CLIN  |          |      |                  |        |
|         | 0001AF. [changed by modfication P00010].  |          |      |                  |        |
|         | (End of narrative B001)   |          |      |                  |        |
|         |   |          |      |                  |        |
|         |   |          |      |                  |        |
|         | (End of narrative B002)   |          |      |                  |        |
|         |   |          |      |                  |        |
|         |   |          |      | 4015 050 50      |        |
|         | Price for AAFARS if long term storage is required (IAW paragraph C.2.14.1.1.2 in the scope of work).    |          |      | \$317,853.50     |        |
|         | (End of narrative B003)   |          |      |                  |        |
|         | (2.000)   |          |      |                  |        |
|         |   |          |      |                  |        |
|         | Packaging and Marking   |          |      |                  |        |
|         | Preservation, Packaging, Packing, and Marking shall be IAW paragraph D.1 in the solicitation/contract.  |          |      |                  |        |
|         |   |          |      |                  |        |
|         | HAZMAT Components of End Item (COEI) are to be packed and shipped separately from the AAFARS itself     |          |      |                  |        |
|         | (IAW paragraph C.2.14.1.4 in the scope of work), but are to be included as part of the system price and |          |      |                  |        |
|         | not separately priced.  |          |      |                  |        |
|         | (End of narrative D001)   |          |      |                  |        |
|         |   |          |      |                  |        |
|         | Inspection and Acceptance   |          |      |                  |        |
|         | Inspection and Acceptance   |          |      |                  |        |
|         |   |          |      |                  |        |

# Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-D-0027

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| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
|         | INSPECTION: Origin ACCEPTANCE: Destination<br>Government Approval/Disapproval Days: 510   |          |      |            |        |
|         | Delivery schedule for these units shall be as shown in the FAT clauses (both contractor and Government) set forth in Section E. |          |      |            |        |
|         | (End of narrative F001)   |          |      |            |        |
|         | For Internal Use Only - PRON: NO TDP APPLICABLE   |          |      |            |        |
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|         |   |          |      |            |        |
|         | (End of narrative F002)   |          |      |            |        |
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## Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-D-0027

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| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE           | AMOUNT                  |
|---------|---|----------|------|----------------------|-------------------------|
| 0001AD  | PRODUCTION QUANTITY  NOUN: AAFARS   |          |      | \$_UNDEFINITIZED     |                         |
|         | NSN: 4930-01-495-0024 (NSN Changed by Mod P00014) NOUN: AAFARS SECURITY CLASS: Unclassified  NOUN: ADVANCED AVIATION FORWARD AREA REFUELING SYSTEM [AAFARS]  MINIMUM 8-YEAR QUANTITY: 6 EACH (THIS WILL BE ORDERED UNDER CLIN 0001AA and 0001AF AT THE TIME OF THE BASIC CONTRACT AWARD.)  ONLY THE MINIMUM QUANTITY IS GUARANTEED.  MAXIMUM 8-YEAR QUANTITY: 375 EACH  NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE |          |      |                      |                         |
|         | ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.  FIRST ORDERING YEAR ESTIMATED QUANTITY: 6 EACH (in addition to the 6 units on CLIN 0001AA)  | 6        | EA   | \$ <u>248,417.00</u> | \$ <u>1,490,502.00</u>  |
|         | SECOND ORDERING YEAR ESTIMATED QUANTITY: 27 EACH  | 27       | EA   | \$ <u>242,525.00</u> | \$6,548,175 <u>.00</u>  |
|         | THIRD ORDERING YEAR ESTIMATED QUANTITY: 75 EACH   | 75       | EA   | \$ <u>241,641.00</u> | \$18,123,075.00         |
|         | FOURTH ORDERING YEAR ESTIMATED QUANTITY: 72 EACH  | 72       | EA   | \$ <u>247,928.00</u> | \$17,850,816.00         |
|         | FIFTH ORDERING YEAR ESTIMATED QUANTITY: 42 EACH   | 42       | EA   | \$ <u>254,292.00</u> | \$10 <u>,680,264.00</u> |
|         | SIXTH ORDERING YEAR ESTIMATED QUANTITY: 49 EACH   | 49       | EA   | \$260,918.00         | \$12,784,982.00         |
|         | SEVENTH ORDERING YEAR ESTIMATED QUANTITY: 57 EACH   | 57       | EA   | \$ <u>267,681.00</u> | \$15,257,817.00         |
|         | EIGHTH ORDERING YEAR ESTIMATED QUANTITY: 41 EACH  | 41       | EA   | \$274,588.00         | \$11,258,108 <u>.00</u> |
|         | [The above prices were adjusted modification P00010 as to reflect the delivery of 12 500-gallon collapsible drums per system]   |          |      |                      |                         |
|         | (End of narrative B002)   |          |      |                      |                         |

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| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE           | AMOUNT                  |
|---------|---|----------|------|----------------------|-------------------------|
|         | Prices shown below are for AAFARS if long term storage is required (IAW paragraph C.2.14.1.1.2 in the scope of work).         |          |      |                      |                         |
|         | FIRST ORDERING YEAR ESTIMATED QUANTITY: 6 EACH (in addition to the 6 units in CLIN 0001AA)                                    | 6        | EA   | \$248,417.00         | \$1,490,502.00          |
|         | SECOND ORDERING YEAR ESTIMATED QUANTITY: 27 EACH  | 27       | EA   | \$ <u>242,525.00</u> | \$6 <u>,548,175.00</u>  |
|         | THIRD ORDERING YEAR ESTIMATED QUANTITY: 75 EACH   | 75       | EA   | \$ <u>241,641.00</u> | \$18,123,075.00         |
|         | FOURTH ORDERING YEAR ESTIMATED QUANTITY: 72 EACH  | 72       | EA   | \$ <u>247,928.00</u> | \$17,850,816.00         |
|         | FIFTH ORDERING YEAR ESTIMATED QUANTITY: 42 EACH   | 42       | EA   | \$254,292.00         | \$10 <u>,680,264.00</u> |
|         | SIXTH ORDERING YEAR ESTIMATED QUANTITY: 49 EACH   | 49       | EA   | \$260,918.00         | \$12,784,982.00         |
|         | SEVENTH ORDERING YEAR ESTIMATED QUANTITY: 57 EACH   | 57       | EA   | \$267,681.00         | \$15,257,817.00         |
|         | EIGHTH ORDERING YEAR ESTIMATED QUANTITY: 41 EACH  | 41       | EA   | \$274,588.00         | \$11,258,108.00         |
|         | [The above prices were adjusted modification P00010 as to reflect the delivery of 12 500-gallon collapsible drums per system] |          |      |                      |                         |
|         | (End of narrative B003)   |          |      |                      |                         |
|         | FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.   |          |      |                      |                         |
|         | SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.                                       |          |      |                      |                         |
|         | THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1094 DAYS AFTER CONTRACT AWARD.                                       |          |      |                      |                         |
|         | FOURTH ORDERING YEAR OF THE CONTRACT IS 1095 DAYS THROUGH 1459 DAYS AFTER CONTRACT AWARD.                                     |          |      |                      |                         |
|         | FIFTH ORDERING YEAR OF THE CONTRACT IS 1460 DAYS  |          |      |                      |                         |

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| TEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|--------|---|----------|------|------------|--------|
|        | THROUGH 1824 DAYS AFTER CONTRACT AWARD.   |          |      |            |        |
|        | SIXTH ORDERING YEAR OF THE CONTRACT IS 1825 DAYS  |          |      |            |        |
|        | THROUGH 2189 DAYS AFTER CONTRACT AWARD.   |          |      |            |        |
|        | SEVENTH ORDERING YEAR OF THE CONTRACT IS 2190 DAYS  |          |      |            |        |
|        | THROUGH 2554 DAYS AFTER CONTRACT AWARD.   |          |      |            |        |
|        | EIGHTH ORDERING YEAR OF THE CONTRACT IS 2555 DAYS THROUGH 2919 DAYS AFTER CONTRACT AWARD.               |          |      |            |        |
|        | (End of narrative B004)   |          |      |            |        |
|        | Packaging and Marking   |          |      |            |        |
|        | Fackaging and Marking   |          |      |            |        |
|        | Preservation, Packaging, Packing, and Marking shall be IAW paragraph D.1 in the solicitation/contract.  |          |      |            |        |
|        | HAZMAT Components of End Item (COEI) are to be  |          |      |            |        |
|        | packed and shipped separately from the AAFARS itself  |          |      |            |        |
|        | (IAW paragraph C.2.14.1.4 in the scope of work), but are to be included as part of the system price and |          |      |            |        |
|        | not separately priced.  |          |      |            |        |
|        | (End of narrative D001)   |          |      |            |        |
|        |   |          |      |            |        |
|        | Inspection and Acceptance   |          |      |            |        |
|        | INSPECTION: Origin ACCEPTANCE: Origin   |          |      |            |        |
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| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE       | AMOUNT |
|---------|--|----------|------|------------------|--------|
| 0001AF  | FIRST ARTICLE  | 2        | EA   | \$_347,461.50000 |        |
|         | NSN: 4930-01-495-0024 (NSN Changed by Mod P00014) SECURITY CLASS: Unclassified  NOUN: Advanced Aviation Forward Area Refueling System (AAFARS) - First Article Test (FAT) and  |          |      |                  |        |
|         | Logistics Demonstration units  PD: ATPD 2294 Revision 1 dated 4 Dec 01   |          |      |                  |        |
|         | QTY: The quantity under this CLIN (2 each) represents the two of the minimum 8-year quantity of six for this contract and will be ordered at the time of the basic contract award. The other four units making up the minimum quantity are at CLIN 0001AA. |          |      |                  |        |
|         | This two units shall be delivered with 12 500-gallon drums each.   |          |      |                  |        |
|         | (End of narrative B001)  |          |      |                  |        |
|         | Price for AAFARS if long term storage is required (IAW paragraph C.2.14.1.1.2 in the scope of work).  (End of narrative B002)  |          |      | \$347,461.50     |        |
|         | Packaging and Marking  |          |      |                  |        |
|         | Preservation, Packaging, Packing, and Marking shall be IAW paragraph D.1 in the solicitation/contract.   |          |      |                  |        |
|         | HAZMAT Components of End Item (COEI) are to be packed and shipped separately from the AAFARS itself (IAW paragraph C.2.14.1.4 in the scope of work), but are to be included as part of the system price and not separately priced.                         |          |      |                  |        |
|         | (End of narrative D001)  |          |      |                  |        |
|         | Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 510  |          |      |                  |        |
|         | Delivery schedule for these units shall be as shown in the FAT clauses (both contractor and Government)  |          |      |                  |        |

# Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-D-0027

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| ITEM NO | SUPPLIES/SERVICES                               | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
|         | set forth in Section E.                         |          |      |            |        |
|         | (End of narrative F001)                         |          |      |            |        |
|         |   |          |      |            |        |
|         |   |          |      |            |        |
|         | For Internal Use Only - PRON: NO TDP APPLICABLE |          |      |            |        |
|         | (End of narrative F002)                         |          |      |            |        |
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